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15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA  
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18 RICARDO LARA, as an individual and on  
19 behalf of all others similarly situated,  
20 Plaintiff,

21 vs.

22 SUGAR FOODS CORPORATION, a New  
23 York Corporation; and DOES 1 through  
24 100,  
25 Defendants.  
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Case No. 2:17-cv-04590-SVW-RAO

[Assigned to Hon. Judge Stephen V.  
Wilson]

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**ORDER AND JUDGMENT  
GRANTING FINAL APPROVAL  
OF CLASS ACTION  
SETTLEMENT, ATTORNEY  
FEES, COSTS AND CLASS  
REPRESENTATIVE  
ENHANCEMENT**

Date: February 26, 2018  
Time: 1:30 p.m.  
Room: 10A

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1 The Plaintiff Class, as defined below, and the settling Defendant Sugar Foods  
2 Corporation (hereinafter referred to as “Defendant” or “Sugar Foods Corporation”)  
3 have entered into an agreement to settle the above-captioned class action, subject to  
4 the Court’s approval. The Settlement provides for the payment of compensation to  
5 each Class Member who was employed as a non-exempt employee at Sugar Foods  
6 Corporation within the State of California during the class period.

7 Pursuant to the Preliminary Approval Hearing and Order, this Court granted  
8 preliminary approval to the Settlement. The Preliminary Approval Order also  
9 approved the Notice of Class Action Settlement and the notice plan. The Court  
10 entered the Preliminary Approval Order after review and consideration of all of the  
11 pleadings filed in connection herewith.

12 In compliance with the Preliminary Approval Order, notice was sent to all  
13 Class Members via first-class mail. Furthermore, multiple follow-up mailings were  
14 performed for returned mail in addition to the distribution of any Notice of Class  
15 Action Settlement to Class Members requesting copies. The notice plan was timely  
16 completed.

17 This matter is now before the Court on Plaintiff’s Motion for Final Approval of  
18 the Class Action Settlement, Attorney Fees, Costs and Class Representative  
19 Enhancement. The Court has read, heard, and considered all the pleadings and  
20 documents submitted, and the presentations made in connection with the Motion  
21 which came for hearing on February 26, 2018. This Court finds that the proposed  
22 settlement appears to be the product of serious, informed, non-collusive negotiations,  
23 has no obvious deficiencies, and does not improperly grant preferential treatment to  
24 any individuals. The Court finds that the settlement was entered into in good faith.  
25 The Court further finds that the settlement is fair, reasonable and adequate and that  
26 Plaintiff has satisfied the standards for final approval of a class action settlement  
27 under federal law. Under the provisions of Federal Rule of Civil Procedure 23, the  
28 Trial Court has discretion to certify a Class where questions of law or fact common to

1 the members of the Class predominate over any questions affecting only individual  
2 members, and that a class action is superior to the available methods for the fair and  
3 efficient adjudication of the controversy. Fed. R. Civ. Proc. 23(b)(3).

4 Certification of a Class is the appropriate judicial device under these  
5 circumstances.

6 Based on the foregoing, **IT IS HEREBY ORDERED THAT:**

7 1. This Court has jurisdiction over the claims of the settlement Class  
8 Members asserted in this proceeding and over all parties to the action.

9 2. For the reasons set forth in the Preliminary Approval Order, which are  
10 adopted and incorporated herein by reference, this Court finds that the applicable  
11 requirements of the Federal Rule of Civil Procedure 23 have been satisfied with  
12 respect to the Settlement Class and the proposed settlement.

13 3. The Class Definition is as follows:

14 All persons employed by Sugar Foods as non-exempt hourly-paid employees  
15 in the State of California between April 28, 2013 and November 14, 2017 (Class  
16 Members).

17 4. The notice given to the settlement Class Members fully and accurately  
18 informed the Class Members of all material elements of the proposed settlement and  
19 of their opportunity to object or comment thereon; was the best notice practicable  
20 under the circumstances; was valid, due and sufficient notice to all Class Members;  
21 and complied fully with the laws of the State of California, Federal Rules of Civil  
22 Procedure, the United States Constitution, due process and other applicable law. The  
23 summary notices fairly and adequately described the settlement and provided Class  
24 Members adequate instructions and a variety of means to obtain additional  
25 information. A full opportunity has been afforded to the settlement Class Members to  
26 participate in this hearing, and all settlement Class Members and other persons  
27 wishing to be heard have been heard. Accordingly, the Court determines that all  
28 settlement Class Members who did not timely and properly opt out are bound by this

1 judgment and order.

2         5. Pursuant to California law and Federal Rule of Civil Procedure 23(e), the  
3 Court hereby grants final approval to the settlement and finds that it is fair, reasonable  
4 and adequate, and in the best interests of the settlement Class Members as a whole.  
5 Accordingly, the Court hereby directs that the settlement be effected in accordance  
6 with the Amended Class Action Settlement Agreement and Joint Stipulation and the  
7 following terms and conditions.

8         6. Upon entry of Judgment by the Court in accordance with the  
9 Settlement Agreement, the Class Members shall fully and finally release and  
10 discharge the Released Parties from the claims released in the Settlement.  
11 Specifically, the Settlement specifies the following releases from Class Members:

12         Released Claims means any and all liabilities, demands, claims, causes of  
13 action, complaints, and obligations, whether known or unknown, against Sugar  
14 Foods, its parent company, affiliates, successors and assigns that are or that could  
15 have been pled based on the factual allegations in the operative Complaint. The  
16 Released Claims specifically include claims for meal period violations (Labor  
17 Code §§ 226.7 and 512); any claims related to the punch-in and punch-out times  
18 for meal periods, the rounding or recording of those punch-in and punch-out times,  
19 and payments related to them (including derivative claims for minimum wage and  
20 overtime) (Labor Code §§ 510, 1194, and 1197); rest period violations (Labor  
21 Code §§ 226.7 and 512); wage statement violations (Labor Code § 226 et seq.);  
22 penalties for failure to timely pay all wages during employment (Labor Code §§  
23 204 and 210); waiting time penalties for failure to pay all wages due upon  
24 discharge (Labor Code §§ 201, 202, and 203); unfair competition (Business and  
25 Professions Code § 17200 et seq.); and civil penalties under PAGA (Labor Code  
26 §§ 2698 et seq.). This release extends from April 28, 2013 to November 14, 2017.  
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1           7.     In addition to the releases made by the Class Members described in  
2 Paragraph 6, as a condition of receipt of any incentive awarded by the Court to  
3 Plaintiff at or as a result of the Final Approval Hearing, Plaintiff has agreed to a  
4 general release of claims against Defendant, including waiver of all rights under  
5 Section 1542 of the California Civil Code, which Plaintiff shall separately  
6 execute.

7           8.     It is hereby ordered that a Class Representative Enhancement of \$7,000  
8 for the Class Representative Plaintiff Ricardo Lara is fair and reasonable.

9           9.     It is hereby ordered that the attorneys fee request of \$141,250,  
10 \$10,725.64 as costs of litigation and \$20,838 as costs for the Claims Administrator  
11 fees, which amounts shall be paid out of the total settlement amount as set forth in this  
12 settlement is hereby granted pursuant to federal law because, *inter alia*, Plaintiff's  
13 counsels' request falls within the range of reasonableness and the result achieved  
14 justifies the award.

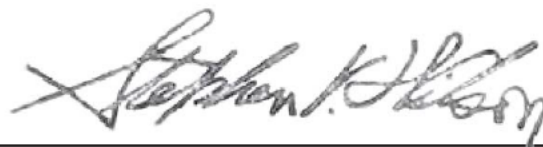
15          10.    Without affecting the finality of this matter, this Court shall retain  
16 exclusive and continuing jurisdiction over this action and the parties, including all  
17 settlement Class Members, for purposes of supervising, administering, implementing,  
18 enforcing, and interpreting the settlement and the claims process thereunder.

19                               **JUDGMENT**

20          In accordance with, and for the reasons stated in this Order, judgment shall  
21 be entered whereby the representative Plaintiff and all settlement Class Members  
22 shall take nothing from Defendant, except as expressly set forth in the Stipulation  
23 of Settlement and Release, which was previously filed, as part of Plaintiff's Motion  
24 for Preliminary Approval of the Class Action Settlement.

25               **IT IS SO ORDERED.**

26               Dated: February 20 2018



Honorable Stephen V. Wilson